

pany, then these presents and the estate and rights hereby granted shall cease, determine, and become void, and thereupon the Trustees, on payment of all lawful charges and disbursements then unpaid, on demand of the Company and upon the payment of the cost and expenses thereof, shall duly execute, acknowledge and deliver to the Company such instruments of satisfaction or release in respect of the mortgaged property as may be necessary or proper to discharge this Indenture of record, and if necessary shall grant, reassign and deliver to the Company, its successors or assigns, all and singular the property, rights, privileges, franchises and interests by it hereby granted, conveyed, and assigned, and all substitutes therefor or for any part thereof, not previously disposed of as herein provided; otherwise this Indenture shall be and remain in full force.

THIS INDENTURE FURTHER WITNESSETH that the Company has agreed and covenanted, and does hereby agree and covenant with the Trustees and with the respective holders from time to time of such bonds or coupons, or any thereof, as follows, that is to say:

ARTICLE ONE.

DEFINITIONS OF TERMS.

SECTION 1.01. In each and every place in and throughout this Indenture wherein the following terms, or any of them, are used, the same, unless the context shall indicate another or different meaning or intent, shall be construed, are used, and are intended to have meanings and to be inclusive as follows:

(a) "Company"—Columbia River Bridge Company, Inc., the first party hereto, and its corporate successor or successors in title to the properties vested in it or in its successors and at the time of such succession subject to the lien hereof.

(b) "Trustee"—Seattle-First National Bank, one of the second parties hereto, and its corporate successor or successors in the trusts hereby created and reposed in it.

(c) "Office of the Trustee"—the office of the Spokane and Eastern Branch of Seattle-First National Bank in the City of Spokane, Washington.